

FOR IMMEDIATE RELEASE May 8, 2006

FACT SHEET

SANDERS REACHES TENTATIVE FY07 LABOR AGREEMENTS WITH FIREFIGHTERS, ATTORNEYS UNIONS

ONE YEAR AGREEMENTS COME WITH NO PAY OR BENEFITS INCREASES

DETAILS OF TENTATIVE AGREEMENT WITH SAN DIEGO FIREFIGHTERS, LOCAL 145

- Salary/Benefits: No change from the prior MOU (Employee pick up at 3.0%. No impact on DROP participants).
- Agreement to Joint Studies: The City will complete a comprehensive review of salary and benefits by 6/30/07.
- Local 145 agreed to allow the City additional time to leverage the employee pick-up to reduce the Pension System's UAAL.
- Granted bereavement leave.
- Employees who receive a bi-lingual specialty pay will now be tested periodically in order to continue receiving this benefit.
- Clarifies that the 5% Paramedic Specialty Pay that is part of the San Diego Medical Services
 LLC contract will only be paid if there is profit on that contract. Such pay is also at the
 discretion of the LLC Board. This pay comes out of that contract, not out of the general
 fund.
- Added language to the Operations Manual which allows the Department to demote any engineer who has his/her commercial driver license suspended.

DETAILS OF TENTATIVE AGREEMENT WITH THE DEPUTY CITY ATTORNEYS ASSOCIATION

This union has only been in existence for two years. Because of that the focus of the negotiations was not on economics but on putting in place the "basics" of a labor contract: grievance procedures, management rights, termination procedures, how the union can communicate with its members, etc.

- Salary/Benefits: No pay increase. For all DCAs, the employee retirement contribution shall increase from 3.0% to 3.2%. Employees in the DROP program will have a pay reduction of 3.2% to correspond to the employee contribution of non-drop employees. No change in flex benefits.
- The City Attorney will pay state bar dues and has the option to pay for reasonable expenses for professional training.
- A salary structure is established.
- Performance Reviews: Oral performance reviews are set either once or twice a year depending on title/responsibilities. They will occur in July and January. Any merit raise or promotion is at the discretion of the City Attorney based on those reviews.
- Grievance Procedure: If a DCA has an issue with respect to an alleged violation of the MOU, the following procedure is to be followed: First, meet with the Chief Deputy. If that does not work, Step 2 is a meeting with an Assistant City Attorney. Final step is a meeting with the City Attorney. Only after this procedure is exhausted may an employee go to the courts on a violation of the MOU.
- Termination: DCAs have a right to meet with the City Attorney or his designee to discuss the reason for the termination. If an employee has been with the City Attorney's office two years, that employee is entitled to three weeks notice of termination or pay for three weeks in lieu of notice.
- DCAs have a right to inspect their employee files and be notified of any negative reports which are placed in those files.
- This is a "union shop", so DCAs have to either join the union, pay an agency fee or be shown as a conscientious objector. This MOU sets out how/when dues are paid.
- Detail of management rights. Those rights that are vested exclusively with the City Attorney and his management team: control of management of the office, work assignments, right to establish performance review etc.
- The DCA will have access to city attorney bulletin boards, mail boxes, e-mail and mailing labels to communicate with its members.